



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Senior Airman Darrin L. Converse, USAF—Reimbursement of Travel Expenses

File: B-270475

Date: June 26, 1996

DIGEST

A member's entitlements under travel orders vest when the travel is performed and the travel orders may not be amended retroactively so as to increase or decrease entitlements under the orders except to correct an error that is clear on the face of the orders. Therefore, where a member's orders provided for his billeting in government quarters at his temporary duty station but erroneously directed him not to use government mess, and he complied with the orders, the orders may not be retroactively amended to deprive him of reimbursement for the expense of meals on the basis that the directive not to use government mess was erroneous, since the error was not clear on the face of the orders.

DECISION

This is in response to an appeal of a Claims Group settlement¹ which denied the claim of Senior Airman Darrin L. Converse, USAF, for reimbursement of travel expenses he incurred while on temporary duty (TDY). For the reasons explained below, we reverse the Claims Group's settlement and allow the claim.

Airman Converse received orders issued August 9, 1994, for travel from Offutt Air Force Base, Nebraska, to perform 90 days of TDY at Howard Air Force Base, Panama, beginning August 30, 1994. The orders stated that he was to be billeted on base and receive per diem at the on base rate, but they also stated that "Use of available Government mess will adversely affect the mission." Airman Converse questioned the latter statement of the orders at the finance office at his permanent duty station before departing on TDY, and he was assured that he was to procure his meals off base. The orders also provided that mission requirements precluded use of a government charge card for charges or automatic teller machine cash advances, but the orders authorized a travel advance. Prior to departure, Airman Converse was provided an advance of \$2,150 to cover the first 45 days of

¹Z-2869547, Sept. 25, 1995.

TDY, which apparently was computed at 80 percent of the rate for a member billeted in government quarters and procuring meals off base in the area of his TDY. Airman Converse complied with his orders, and after the first 45 days sought a further advance from the finance office at Howard Air Force Base. Instead of providing the advance, the finance office personnel instructed Airman Converse to use his government charge card to cover his expenses for the remainder of the TDY, which he did.

Upon completion of the TDY and return to his permanent duty station, Airman Converse filed his travel voucher and was initially advised by finance office personnel that he was due approximately \$3,980. However, before payment was made to him, the Air Force organization that had issued his orders determined that the statement in the orders directing him to mess off base had been included erroneously, and amended orders were issued on December 5, 1994, to delete that provision. The effect of the amendment was to retroactively reduce his per diem entitlement from \$5,247 to \$1,980. Airman Converse claims reimbursement on the basis of the August 1994 orders as originally issued, arguing in effect that before he departed on TDY he was assured that the provision in question was correct, and he relied on the orders in good faith, incurring expenses for which he subsequently is being denied reimbursement.

The Defense Finance and Accounting Center (DFAS) forwarded the claim to our Claims Group for settlement in view of the doubt as to the effect of the amendment to the orders. In doing so, DFAS recommended payment of the claim.

In denying the claim, the Claims Group recognized the long standing rule that a member's entitlements under travel orders vest at the time the travel is performed and that orders cannot be amended retroactively to increase or decrease the member's rights under the orders except to correct an error that is clear on the face of the original order, or where all the facts and circumstances surrounding the issuance of the orders clearly demonstrate that some provision that was previously determined and definitely intended had been inadvertently omitted in their preparation. Sergeant Paul D. Wilson, USMC, 65 Comp. Gen. 884 (1986); and Lieutenant Colonel Mark H. Magnussen, USA, B-191681, Nov. 21, 1978. It was the Claims Group's view that the directions in the orders to lodge in the government billet but not to eat in the government mess presented a conflict of directions that was plain evidence of error in writing the orders, and thus constituted the type of situation that can be retroactively corrected by amendment of the orders.

We disagree with the Claims Group in these circumstances. We note that under the Joint Federal Travel Regulations (JFTR), paragraph U4400, the determinations to be made by the authorizing official concerning use of government quarters and use of government mess by a member on TDY are two separate matters, and the use of one is not necessarily contingent upon the use of the other. JFTR, paras. U4400-A

and U4400-B. As to government mess, the regulations provide that it is to be used to the maximum extent practical, but its use is not considered practical in various specified circumstances, including when the authorizing official determines the use of the mess would adversely affect mission performance. JFTR, para. U4400-B. Thus, while the directions to use government billeting but not to use government mess apparently were sufficiently unusual that they caused Airman Converse to question the matter at the finance office prior to departure on TDY, they were not clear evidence of error on the face of the orders.² Considering that Airman Converse was advised that he was to eat off base and was provided a travel advance for the first 45 days consistent with that advice, his action in complying was not unreasonable. In addition, although his orders stated that mission requirements precluded use of his government credit card, we do not find it unreasonable for him to have used the credit card to cover additional expenses after being directed to do so at the Fort Howard finance office in lieu of providing him an additional travel advance to cover expenses for the second 45 days.³

In view of the above, we find that Airman Converse's entitlements to per diem based on his orders as originally written vested at the time the travel was performed and the expenses incurred, and the subsequent amendment to the orders after the travel was performed may not be given effect to reduce his entitlement. Accordingly, the settlement is reversed and his claim should be paid, if otherwise correct.

/s/Seymour Efros
for Robert P. Murphy
General Counsel

²The record does not disclose the details of Airman Converse's mission, and thus we have no basis to comment on whether such a determination by the order issuing authority may have been inherently questionable. However, such a determination is a matter for the service to make, not us, and the service has recommended payment of the claim on the basis that Airman Converse properly complied with his orders.

³Neither the record presented nor our review of the JFTR provisions disclosed a prohibition on reimbursement of expenses otherwise properly charged on a government credit card in these circumstances.